

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	CHANGE OF NAME

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Core Business Credit, LLC		04/01/2011	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	NewStar Business Credit, LLC
Street Address:	8080 N. Central Expressway
Internal Address:	Suite 800
City:	Dallas
State/Country:	TEXAS
Postal Code:	75206
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	2955083	W
Registration Number:	3007438	MOOSEJAW
Registration Number:	1857055	MOOSEJAW MOUNTAINEERING AND BACKCOUNTRYTRAVEL
Registration Number:	1852733	MOOSEJAW
Registration Number:	3054559	MOOSEJAW
Registration Number:	3360882	THE JAW

CORRESPONDENCE DATA

Fax Number: (302)636-5454
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 800-927-9801 x2348
 Email: jpaterso@cscinfo.com
 Correspondent Name: Corporation Service Co.- J. Paterson
 Address Line 1: 1090 Vermont Avenue NW, Suite 430

900191960

**TRADEMARK
 REEL: 004541 FRAME: 0428**

CH \$165.00 2955083

Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER: 776980-7

NAME OF SUBMITTER: Jean Paterson

Signature: /jep/

Date: 05/16/2011

Total Attachments: 22

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O:CORPORATION SERVICE COMPANY COMPANY:1090 VERMONT AVENUE NW, SUITE 430

**UNITED STATES PATENT AND TRADEMARK OFFICE**UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

900163621A

JUNE 03, 2010

PTAS

CORPORATION SERVICE COMPANY
1090 VERMONT AVENUE NW, SUITE 430
WASHINGTON, DC 20005UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 571-272-3350. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, MAIL STOP: ASSIGNMENT SERVICES BRANCH, P.O. BOX 1450, ALEXANDRIA, VA 22313.

RECORDATION DATE: 06/03/2010

REEL/FRAME: 004216/0980

NUMBER OF PAGES: 15

BRIEF: SECURITY INTEREST
DOCKET NUMBER: 401737

ASSIGNOR:

NEW MOOSEJAW, LLC

DOC DATE: 05/28/2010

CITIZENSHIP: DELAWARE

ENTITY: LIMITED LIABILITY
COMPANY

ASSIGNEE:

CORE BUSINESS CREDIT, LLC
8080 N. CENTRAL EXPRESSWAY, SUITE
800
DALLAS, TEXAS 75206

CITIZENSHIP: DELAWARE

ENTITY: LIMITED LIABILITY COMPANY

APPLICATION NUMBER: 78412793
REGISTRATION NUMBER: 2955083

FILING DATE: 05/04/2004

ISSUE DATE: 05/24/2005

MARK: W

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS AND DESIGN

O:CORPORATION SERVICE COMPANY COMPANY:1090 VERMONT AVENUE NW, SUITE 430

004216/0980 PAGE 2

APPLICATION NUMBER: 78412771 FILING DATE: 05/04/2004
REGISTRATION NUMBER: 3007438 ISSUE DATE: 10/18/2005

MARK: MOOSEJAW
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS AND DESIGN

APPLICATION NUMBER: 74411846 FILING DATE: 07/13/1993
REGISTRATION NUMBER: 1857055 ISSUE DATE: 10/04/1994

MARK: MOOSEJAW MOUNTAINEERING AND BACKCOUNTRYT
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS AND DESIGN

APPLICATION NUMBER: 74411847 FILING DATE: 07/13/1993
REGISTRATION NUMBER: 1852733 ISSUE DATE: 09/06/1994

MARK: MOOSEJAW
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 78556832 FILING DATE: 01/31/2005
REGISTRATION NUMBER: 3054559 ISSUE DATE: 01/31/2006

MARK: MOOSEJAW
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN BLOCK FORM

APPLICATION NUMBER: 78912465 FILING DATE: 06/20/2006
REGISTRATION NUMBER: 3360882 ISSUE DATE: 12/25/2007

MARK: THE JAW
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN BLOCK FORM

ALLYSON PURNELL, EXAMINER
ASSIGNMENT SERVICES BRANCH
PUBLIC RECORDS DIVISION

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

06/03/2010
 900163621

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
New Moosejaw, LLC		05/28/2010	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Core Business Credit, LLC		
Street Address:	8080 N. Central Expressway, Suite 800		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75206		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	2955083	W	
Registration Number:	3007438	MOOSEJAW	
Registration Number:	1857055	MOOSEJAW MOUNTAINEERING AND BACKCOUNTRYTRAVEL	
Registration Number:	1852733	MOOSEJAW	
Registration Number:	3054559	MOOSEJAW	
Registration Number:	3360882	THE JAW	
CORRESPONDENCE DATA			
Fax Number:	(202)408-3141		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	800-927-9801 x2348		
Email:	jpaterso@cscinfo.com		
Correspondent Name:	Corporation Service Company		
Address Line 1:	1090 Vermont Avenue NW, Suite 430		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		

CH \$165.00 2955083

ATTORNEY DOCKET NUMBER:	401737
NAME OF SUBMITTER:	Jean Paterson
Signature:	/jep/
Date:	08/03/2010
Total Attachments: 14 source=6-2-10 New Moosejaw-TM#page1.tif source=6-2-10 New Moosejaw-TM#page2.tif source=6-2-10 New Moosejaw-TM#page3.tif source=6-2-10 New Moosejaw-TM#page4.tif source=6-2-10 New Moosejaw-TM#page5.tif source=6-2-10 New Moosejaw-TM#page6.tif source=6-2-10 New Moosejaw-TM#page7.tif source=6-2-10 New Moosejaw-TM#page8.tif source=6-2-10 New Moosejaw-TM#page9.tif source=6-2-10 New Moosejaw-TM#page10.tif source=6-2-10 New Moosejaw-TM#page11.tif source=6-2-10 New Moosejaw-TM#page12.tif source=6-2-10 New Moosejaw-TM#page13.tif source=6-2-10 New Moosejaw-TM#page14.tif	

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

NEW MOOSEJAW, LLC

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation - State: _____
 Other LLC

Citizenship (see guidelines) Delaware

Additional names of conveying parties attached? Yes No

3. Nature of conveyance y/Execution Date(s) :

Execution Date(s) May 28, 2010

- Assignment Merger
 Security Agreement Change of Name
 Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: CORE BUSINESS CREDIT, LLC

Internal

Address: _____

Street Address: 8080 N. Central Expressway, Suite 800

City: Dallas

State: TX

Country: USA Zip: 75206

- Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____

Other LLC Citizenship Delaware

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and Identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

SEE SCHEDULE 1

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Corporation Service Company

Internal Address: Suite 210

Street Address: 1180 Avenue of the Americas

City: New York

State: NY Zip: 10036

Phone Number: 212-299-5600

Fax Number: 212-299-5656

Email Address: ORDER# 401737

6. Total number of applications and registrations involved:

15

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$

- Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Pamela Wheeler
Signature

June 1, 2010

Date

Pamela Wheeler

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 19

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450



**PATENT, COPYRIGHT AND TRADEMARK
SECURITY AGREEMENT**

THIS PATENT, COPYRIGHT AND TRADEMARK SECURITY AGREEMENT (the "Agreement") is made as of May 28, 2010 between NEW MOOSEJAW, LLC, a Delaware limited liability company (the "Assignor"), and CORE BUSINESS CREDIT, LLC, a Delaware limited liability company ("Secured Party"), in its capacity as Administrative Agent for the Lenders under the Loan Agreement (as defined below). All capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Loan Agreement (as defined below).

RECITALS

A. Assignor, Secured Party and the Lenders party thereto have entered into that certain Loan and Security Agreement dated as of May 28, 2010, pursuant to which the Lenders have agreed to extend credit to Assignor on the terms and conditions set forth therein (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Loan Agreement").

B. In order to induce Lenders to enter into the Loan Agreement and the transactions contemplated thereby, and as a condition thereto, Assignor is required to execute and deliver to Secured Party, on behalf of the Lenders, this Agreement and pursuant hereto to assign and grant to Secured Party a security interest (to the extent any grant of a security interest is not prohibited by applicable law or governmental authority) in and to all of Assignor's right, title, and interest in (i) the Copyrights listed on Schedule A hereto (the "Copyrights"), (ii) the Patents listed on Schedule A hereto (the "Patents"), (iii) the Trademarks listed on Schedule A hereto (the "Trademarks") (iv) the Domain Names listed on Schedule A hereto (the "Domain Names") and (v) any other Proprietary Rights of Assignor (excluding the Proprietary Rights listed on Schedule B hereto which have been licensed to the Assignor by any other Person (the "Licensed Proprietary Rights") which license prohibits, or for which consent or approval of such other Person is required in order to effect, the assignment, pledge, hypothecation and grant of security interest contemplated hereby) (the "Other Assets"), including without limitation, formulations, manufacturing procedures, quality control procedures and product specifications relating to any products sold under the Patents, Copyrights, Trademarks and Domain Names (collectively, the Copyrights, the Patents, the Trademarks, the Domain Names and the Other Assets shall be called the "Intellectual Property Collateral"). Any such Intellectual Property Collateral that is registered or has a pending application is listed on Schedule A attached hereto and incorporated herein by reference, as the same may be amended and supplemented from time to time.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. As security for the payment and performance of the Obligations, Assignor hereby grants to Secured Party, in its capacity as Administrative Agent for the Lenders, its successors and assigns, a security interest in all of the Intellectual Property Collateral, whether now owned or hereafter acquired by Assignor, and hereby grants, pledges and hypothecates such Intellectual Property Collateral to Secured Party, for the benefit of the Lenders.

2. Assignor covenants, warrants and represents that:

(a) Set forth on Schedule A attached hereto is a true and complete list as of the date hereof of all of Assignor's intellectual property that is registered or has a pending application.

(b) Assignor is the sole and exclusive owner of all of the applicable Intellectual Property Collateral (excluding the Licensed Proprietary Rights) that is material to the conduct of Assignor's business, free and clear of all liens and encumbrances, except for Permitted Liens and the security interest and assignment created by this Agreement and the other Loan Documents. It is understood and agreed that Assignor may, as part of its business, grant non-exclusive licenses and sublicenses to third parties to use Intellectual Property Collateral owned or developed by Assignor or licensed to Assignor by any other Person. For purposes of this Agreement and the other Loan Documents, such licensing activity shall not constitute a "Lien" on such Intellectual Property Collateral. Assignor will defend the right, title and interest in and to all Intellectual Property Collateral material to its business against any and all claims of any third parties.

(c) The Intellectual Property Collateral that is material to the conduct of Assignor's business is subsisting and has not been adjudged invalid or unenforceable, in whole or in part, and as of the date hereof Assignor has not received any claim in writing by any third party that any such Intellectual Property Collateral is invalid or unenforceable.

(d) To Assignor's knowledge, none of the Intellectual Property Collateral infringes on or conflicts with any other Person's property, and no other Person's property infringes on or conflicts with such Intellectual Property Collateral, except as would not be expected to result in a Material Adverse Effect.

(e) Execution, delivery and performance of this Agreement by Assignor does not (i) violate, conflict with, result in a breach of, constitute a default under, result in the termination of, or result in the creation of any Lien upon any of the Intellectual Property Collateral, under any material agreement to which Assignor is a party or by which Assignor is bound, except for the security interest and assignment created by this Agreement and the other Loan Documents, or (ii) violate any Applicable Law applicable to any of the Intellectual Property Collateral.

(f) [Reserved]

(g) Assignor shall take any and all actions as are necessary or appropriate to properly maintain, protect, preserve, care for, and enforce any of the Intellectual Property Collateral except to the extent the failure to take such action would not reasonably be expected to have a Material Adverse Effect.

(h) If Secured Party deems it necessary to perfect Secured Party's interest in the Intellectual Property Collateral conveyed hereunder, Assignor shall cause this Agreement to be properly recorded with the United States Patent and Trademark Office, the United States Copyright Office, and any other government or public office or agency of the United States of America, as applicable, and, except for these filings and the filing of a UCC-1 financing statement in the jurisdiction of organization of Assignor and except with respect to software licensing agreements, no authorization, approval or other action by, and no notice to or filing with, any governmental authority or regulatory body of the United States of America is required either (i) for the grant by Assignor of the security interest granted hereby or for the execution, delivery or performance of this Agreement by Assignor or (ii) for the perfection of the security interests created hereby or the exercise by Secured Party of its rights and remedies hereunder.

(i) All information herein or hereafter supplied to Secured Party by or on behalf of Assignor with respect to any of the Intellectual Property Collateral is accurate and complete in all material respects.

3. Assignor agrees that, until all of the Obligations under the Loan Documents shall have been indefeasibly paid and satisfied in full, except as expressly permitted by the Loan Agreement or any other Loan Document, Assignor will not sell, assign, transfer or sub-license any of their rights or interests hereunder, or enter into any other agreement which is inconsistent with Assignor's obligations hereunder, without the prior written consent of Secured Party.

4. If, before the Obligations of the Assignor shall have been indefeasibly paid and satisfied in full, Assignor shall obtain rights to any new Copyrights, Patents, Trademarks, Domain Names or Other Assets required to be listed in Schedule A but not listed in Schedule A, the provisions of this Agreement shall automatically apply thereto (to the extent the grant of a security interest therein is not prohibited by applicable law or governmental authority), and to the extent an application for registration of such Copyrights, Patents, Trademarks, Domain Names or Other Assets is made, Assignor shall give Secured Party written notice thereof in accordance the provisions set forth in Section 7.15 of the Loan Agreement.

5. Assignor authorizes Secured Party to modify this Agreement by amending Schedule A to include any new Copyrights, Patents, Trademarks, Domain Names or Other Assets which are registered or have a pending application (to the extent the grant of a security interest therein is not prohibited by applicable law or governmental authority)

without the necessity of Assignor's approval of or signature to such amendment, and Assignor shall do all such other acts (at its own expense) deemed reasonably necessary, appropriate or advisable by Secured Party to implement or preserve Secured Party's interests therein. All representations and warranties of Assignor set forth herein shall be deemed to be restated by Assignor with respect to such new Intellectual Property Collateral as of the date such new Intellectual Property Collateral is disclosed by Borrower in Schedule 7.15 of the Loan Agreement.

6. If any Event of Default shall have occurred and be continuing, Secured Party shall have, in addition to all other rights and remedies given by this Agreement, those allowed by law and the rights and remedies of a secured party under the Code as enacted in any applicable jurisdiction and, without limiting the generality of the foregoing, Secured Party may immediately, without demand of performance and without other notice (except as set forth below) or demand whatsoever to Assignor, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, at a location reasonably convenient to Secured Party, as determined in good faith by Secured Party, or elsewhere, all or from time to time any part of the Intellectual Property Collateral, or any interest which Assignor may have therein, and shall apply such proceeds to the payment of the Obligations of Assignor. Any remainder of the proceeds after payment in full of the Obligations of Assignor shall be paid over to Assignor. Notice of any sale or other disposition of any part of the Intellectual Property Collateral shall be given to Assignor at least ten (10) days (or such longer period as required by applicable law) before the time of any intended public or private sale or other disposition thereof is to be made, which Assignor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, Secured Party may, to the extent permissible under applicable law, purchase the whole or any part of any of the Intellectual Property Collateral sold, free from any right of redemption on the part of Assignor, which right is hereby waived and released.

7. Subject to the terms of the Loan Agreement, at such time as Assignor shall indefeasibly pay and satisfy in full all of the Obligations, this Agreement shall terminate and Secured Party shall execute and deliver to Assignor all deeds, assignments, termination statements under the Uniform Commercial Code, and other instruments as may be necessary or proper to release Secured Party's security interest in and/or re-vest in the Assignor full title to any part of the Intellectual Property Collateral, subject to any disposition thereof which may have been made by Secured Party pursuant hereto.

8. Any and all fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and legal expenses incurred by Secured Party in connection with defending or prosecuting any actions or proceedings arising out of or related to any part of the Intellectual Property Collateral, shall be borne and paid by Assignor on demand by Secured Party.

9. Assignor agrees to take, at its own expense, commercially reasonable steps to pursue diligently any applications related to any Intellectual Property Collateral material to Assignor's business pending as of the date of this Agreement or thereafter

until the Obligations of the Assignor shall have been indefeasibly paid in full, and to make federal application on registrable but unregistered Trademarks, Copyrights or Patents that are material to Assignor's business. Any expenses incurred in connection therewith shall be borne by Assignor. Except as permitted by the Loan Agreement, Assignor shall not abandon or dedicate to the public any of the Intellectual Property Collateral material to its business, nor do any act nor omit to do any act if such act or omission is of a character that tends to cause or contribute to the abandonment or dedication to the public of any part of the Intellectual Property Collateral material to its business or loss of or adverse effect on any rights in any part of the Intellectual Property Collateral material to its business, without the prior written consent of Secured Party, which consent shall not be unreasonably withheld.

10. Assignor shall have the right to bring any opposition proceedings, cancellation proceedings or lawsuit in its own name to enforce or protect any part of the Intellectual Property Collateral, in which event Secured Party may, if necessary, be joined as a nominal party to such suit if Secured Party shall have been satisfied that it is not thereby incurring any risk of liability because of such joinder. Assignor shall, promptly, upon demand, reimburse and indemnify Secured Party for all costs, fees and expenses, including reasonable attorneys' fees, incurred by Secured Party in the fulfillment of the provisions of this Section 11 in accordance with the terms of the Loan Agreement.

11. If an Event of Default has occurred and is continuing under the Loan Agreement, Assignor hereby authorizes and empowers Secured Party to make, constitute and appoint any officer or agent of Secured Party as Secured Party may select, in its exclusive discretion, as Assignor's true and lawful attorney-in-fact, with the power to endorse Assignor's name on all applications, documents, papers and instruments necessary for Secured Party to use any of the Intellectual Property Collateral, or to grant or issue any exclusive or non-exclusive license under any of the Intellectual Property Collateral to anyone else, or necessary for Secured Party to assign, pledge, convey or otherwise transfer title in or dispose of any of the Intellectual Property Collateral to anyone else. Assignor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until this Agreement shall terminate pursuant to the terms herein.

12. If an Event of Default has occurred and is continuing, Secured Party may do so in Assignor's name or in Secured Party's name, but at Assignor's expense, and Assignor hereby agrees to reimburse Secured Party in full for all costs, fees and expenses, including reasonable attorneys' fees, incurred by Secured Party in protecting, defending and maintaining any of the Intellectual Property Collateral.

13. This Agreement is supplemental to the Loan Agreement, and in no event shall this Agreement, or the recordation of this Agreement or any other documents in connection herewith with the United States Patent and Trademark Office, the United States Copyright Office, or any other government or public office or agency of the United States of America, adversely effect or impair, in any way or to any extent, the other Loan

Documents, and the security interest of Secured Party in the Collateral (including the Intellectual Property Collateral) pursuant to the other Loan Documents. Any and all rights and interests of Secured Party in and to the Intellectual Property Collateral (and any and all obligations of Assignor with respect to the Intellectual Property Collateral) provided herein, or arising hereunder or in connection herewith, shall only supplement and be cumulative and in addition to the rights and interests of Secured Party (and the obligations of Assignor) in, to, or with respect to the Collateral (including Intellectual Property Collateral) provided in or arising under or in connection with the other Loan Documents. In the event of a conflict between the terms of this Agreement and the terms of the Loan Agreement, the terms of the Loan Agreement shall control.

14. No course of dealing between Assignor and Secured Party, nor any failure to exercise, nor any delay in exercising, on the part of Secured Party, any right, power or privilege hereunder or under the Loan Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

15. All of Secured Party's rights and remedies with respect to any of the Intellectual Property Collateral, whether established hereby or by the Loan Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently.

16. Notices that are required to be delivered hereunder shall be sufficient if in writing and sent to the addresses set forth in the Loan Agreement, in the manner and within the time specified in the Loan Agreement.

17. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

18. This Agreement is subject to modification only by a writing signed by the parties, except as provided in Section 6.

19. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

20. Governing Law; Venue.

(a) This Agreement shall be governed and construed in accordance with the internal laws of the State of Texas without regard to its conflicts of law principles.

(b) Any legal action or proceeding with respect to this Agreement may be brought in the courts of the State of Texas or in the United States District Court for the Northern District of Texas, and by execution and delivery of this Agreement, Assignor and Secured Party each consents to the non-exclusive jurisdiction of those courts. Assignor and Secured Party each irrevocably waives any objection, including any objection to venue on the grounds of forum non conveniens, which it may now or hereafter have to the bringing of any such action or proceeding in such jurisdiction. Notwithstanding the foregoing, Secured Party shall have the right to bring any action or proceeding against Assignor or its property in the courts of any other jurisdiction Secured Party deems necessary or appropriate in order to exercise remedies with respect to the Collateral.

21. Waiver of Jury Trial. Assignor and Secured Party each irrevocably waives its respective right to a trial by jury of any claim or cause of action based upon or arising out of or related to this Agreement or the transactions contemplated hereby, in any action, proceeding or other litigation of any kind brought by either against the other, whether with respect to contract claims, tort claims, or otherwise. Assignor and Secured Party each agrees that any such claim or cause of action shall be tried by a court without a jury. Without limiting the foregoing, the parties further agree that their respective right to a trial by jury is waived by operation of this Section as to any action, counterclaim or other proceeding which seeks, in whole or in part, to challenge the validity or enforceability of this Agreement or any provision hereof. This waiver shall apply to any subsequent amendments, renewals, supplements or modifications to this Agreement, whether or not specifically set forth therein.

22. This Agreement may be executed in one or more counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. The parties hereby acknowledge and agree that facsimile, emailed or any other means of electronic transmission of signature pages to this Agreement shall have the same force and effect as original signatures.

23. This Agreement represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the parties. There are no unwritten agreements between the parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned has executed and delivered this Agreement as of the date set forth above.

ASSIGNOR:

NEW MOOSEJAW, LLC

By: K. Carson
Name: Ken Carson
Title: CEO

SECURED PARTY:

CORE BUSINESS CREDIT, LLC

By: *Sean Smith*
Name: *Core Central*
Title: *Sr Vice President*

SCHEDULE A
Intellectual Property Collateral

(I) ISSUED COPYRIGHTS AND PENDING COPYRIGHT APPLICATIONS

None.

(II) ISSUED PATENTS AND PENDING PATENT APPLICATIONS

None.

(III) REGISTERED TRADEMARKS AND PENDING TRADEMARK APPLICATIONS

Registered Trademarks:

Trademark Disclosure Schedule						
Mark	Country	App. No.	Reg. No.	Reg. Date	Classes	Status
LOVE THE MADNESS	CALIFORNIA		63331	4/11/2007	035	REGISTERED
MOOSEJAW	CANADA	1246294	665960	6/13/2006	*, **	REGISTERED
LOVE THE MADNESS	ILLINOIS		96983	1/17/2007	S35	REGISTERED
MOOSEJAW & DESIGN	MICHIGAN	M06-443	M06-443	4/19/2004	039	REGISTERED
MOOSEJAW MOUNTAINEERING AND BACKCOUNTRY TRAVEL & DESIGN	MICHIGAN	M78-081	M78-081	10/26/1993	039	REGISTERED
MOOSEJAW	MICHIGAN	M26-082	M26-082	12/22/1993	039	REGISTERED
LOVE THE MADNESS	MICHIGAN		M06-269	2/11/2004	100	REGISTERED
CP 19 & DESIGN	MICHIGAN		M06-445	4/19/2004	039	REGISTERED
DESIGN	MICHIGAN		M06-447	4/19/2004	39	REGISTERED
LOVE THE MADNESS	NEW YORK		S19840	11/9/2006	035	REGISTERED
MOOSEJAW	PAKISTAN	224330			025	PENDING

Trademark Disclosure Schedule						
Mark	Country	App. No.	Reg. No.	Reg. Date	Classes	Status
MOOSEJAW & DESIGN	SOUTH KOREA	312/2007	21919	1/2/2008	025, 035	REGISTERED
MOOSEJAW & DESIGN	SOUTH KOREA	27860/2006	720257	8/9/2007	025	REGISTERED
W DESIGN	UNITED STATES	78/412,793	2,955,083	5/24/2005	025	REGISTERED
MOOSEJAW & DESIGN	UNITED STATES	78/412,771	3,007,438	10/18/2005	025	REGISTERED
MOOSEJAW MOUNTAINEERING AND BACKCOUNTRY TRAVEL & DESIGN	UNITED STATES	74/411,846	1,857,035	10/4/1994	042	REGISTERED
MOOSEJAW	UNITED STATES	74/411,847	1,852,733	9/6/1994	042	REGISTERED
MOOSEJAW	UNITED STATES	78/556,832	3,054,559	1/31/2006	035	REGISTERED
THE JAW	UNITED STATES	78/912,465	3,360,882	12/25/2007	025, 035	REGISTERED

(IV) DOMAIN NAMES

Domain Name	Expiration Date
adorealoucura.com	10/14/10
adventurewatches.com	09/21/10
campmoosejaw.com	04/08/15
dailyremark.com	04/06/16
denalijacket.com	02/27/11
lovethe madness.com	04/06/16
mooseajw.com	02/28/13
moosebra.com	04/15/16
moosejaw.biz	11/18/13
moosejaw.com	01/24/14
moosejawadventureracing.com	12/19/11
moosejawaffiliates.com	05/03/13
moosejavar.com	12/19/11
moosejawcoupon.com	02/08/11
moosejawcouponcode.com	02/08/11
moosejawcouponcodes.com	02/08/11
moosejawcoupons.net	02/08/11
moosejawkids.com	09/20/10
moosejawlowdown.com	08/02/11

PATENT, COPYRIGHT AND TRADEMARK SECURITY AGREEMENT
DAL 78,035,682 .3

Domain Name	Expiration Date
moosejawmadness.com	01/08/14
moosejawmobile.com	07/16/12
moosejawmountain.com	02/08/11
moosejawmountaineer.com	02/08/11
moosejawmountaineering.com	01/04/18
moosejawmountaineering.net	02/08/11
moosejawoutpost.com	03/25/11
moosejawrewards.com	03/28/14
moosejawshades.com	09/20/10
moosejawsucks.com	09/20/11
mosejaw.com	10/14/14
noosejaw.com	10/14/14
northfacecustomerreviews.com	11/19/10
ridemoosejaw.com	02/28/12
skateshoes.us.com	11/19/10
snowboardmoosejaw.com	02/20/12
suuntoamerica.com	07/22/10
suuntousa.net	07/10/12
thelowdown.com	08/05/11
thejaw.com	11/30/16
thejaw.net	04/19/11
thejaw.tv	04/19/11
thejaw.us	04/19/11
thewang.org	05/07/11
thewangfoundation.com	05/04/11

PATENT, COPYRIGHT AND TRADEMARK SECURITY AGREEMENT
DAL 78,085,682.3

TRADEMARK
REEL: 004541 FRAME: 0447

SCHEDULE B
Licensed Proprietary Rights

[None]

Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED ARE TRUE AND CORRECT COPIES OF ALL DOCUMENTS ON FILE OF "NEWSTAR BUSINESS CREDIT, LLC" AS RECEIVED AND FILED IN THIS OFFICE.

THE FOLLOWING DOCUMENTS HAVE BEEN CERTIFIED:

CERTIFICATE OF FORMATION, FILED THE TWENTY-FIRST DAY OF AUGUST, A.D. 2007, AT 3:44 O'CLOCK P.M.

CERTIFICATE OF AMENDMENT, CHANGING ITS NAME FROM "CORE BUSINESS CREDIT, LLC" TO "NEWSTAR BUSINESS CREDIT, LLC", FILED THE FIRST DAY OF APRIL, A.D. 2011, AT 1:16 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID CERTIFICATES ARE THE ONLY CERTIFICATES ON RECORD OF THE AFORESAID LIMITED LIABILITY COMPANY, "NEWSTAR BUSINESS CREDIT, LLC".

4410690 8100H

110521106

You may verify this certificate online
at corp.delaware.gov/authver.shtml




Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 8751305

DATE: 05-10-11

TRADEMARK
REEL: 004541 FRAME: 0449

CERTIFICATE OF FORMATION
OF
CORE BUSINESS CREDIT, LLC

This Certificate of Formation of Core Business Credit, LLC (the "LLC") is being duly executed and filed to form a limited liability company under the Delaware Limited Liability Company Act (6 Del.C. § 18-101, et seq.).

FIRST: The name of the limited liability company formed hereby is Core Business Credit, LLC.

SECOND: The address of the registered office of the LLC in the State of Delaware and the name and address of the registered agent for service of process on the LLC in the State of Delaware are: c/o Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, Delaware, 19808.

THIRD: This Certificate of Formation shall be effective on the date of filing.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation this 21st day of August, 2007, and does hereby affirm that the statements contained herein have been examined by the undersigned and are true and correct.

/s/ Thomas Hetherington
Thomas Hetherington
Authorized Person

STATE OF DELAWARE
CERTIFICATE OF AMENDMENT
TO THE
CERTIFICATE OF FORMATION
OF
CORE BUSINESS CREDIT, LLC

The undersigned, desiring to amend the Certificate of Formation of Core Business Credit, LLC pursuant to the provisions of Section 18-202 of the Delaware Limited Liability Company Act, as amended, does hereby certify as follows:

Paragraph 1 is amended in its entirety to read as follows:

1. Name of Limited Liability Company. The name of the limited liability company is NewStar Business Credit, LLC.

IN WITNESS WHEREOF, the undersigned has duly executed this Certificate of Amendment this 1st day of April 2011.

By: _____

Name: John J. Fishkopf
Title: Authorized Person